

Oiling Nozzle, which was defectively designed to restrict the flow of oil into the Oiling Nozzle. The pintle valve is located on the inside of the Oiling Nozzle behind the brass washer washer

**Figure 10(a): Oiling Nozzle**



83 Figure 10(b) shows the concave opening of the Oiling Nozzle out of which oil flows to the Timing Chain once enough oil pressure is exerted to pass the oil through the brass washer and open the pintle valve

**Figure 10(b)**



84 Figure 10(c) shows the Oiling Nozzle bolted to the engine block above the crankshaft sprocket, poised to oil the Timing Chain

Figure 10(c)



85 As admitted by Defendants on April 12, 2006 (¶¶ 106-108 below), this design defect, which restricted the flow of oil to the Timing Chain at low and idle speeds, led to “insufficient lubrication” of the Timing Chain at low and idle speeds, which caused excess friction and heat buildup, thereby causing the Timing Chains to become brittle and break

86 As discussed above, Defendants knowingly designed a less robust Timing Chain in order to reduce engine noise in Saturn vehicles

87 As a result of the foregoing, Defendants unquestionably knew at the start of production of the Class Vehicles that the Class Vehicles were defectively designed, because Defendants knew (i) as of June 1997 that, in order to properly lubricate the timing chains, a constant flow of oil onto the Timing Chain was necessary, and (ii) that

they were using an even less robust Timing Chain than was in production prior to 1999, the result of which was to make it far more likely that these less robust Timing Chains would break when not properly lubricated.

**VII. DEFENDANTS HAD ACTUAL KNOWLEDGE OF THE FACT THAT THE TIMING CHAINS AND OILING NOZZLES WERE DEFECTIVELY DESIGNED BECAUSE OF THE DELUGE OF COMPLAINTS CONCERNING BROKEN TIMING CHAINS**

**Consumers Post Scores of Complaints of Broken Timing Chains in Class Vehicles on NHTSA's and Various Consumer Websites**

88 The Office of Defects Investigation ("ODI") of NHTSA has been collecting complaints from owners of Saturn vehicles regarding their defective Timing Chains from 2000 to the present. Excerpts of some of these complaints are set forth below

ODI ID #	Comments
10196053	*THE CONTACT OWNS A 2002 SATURN L200 WHILE PROCEEDING THROUGH A GREEN LIGHT AT 5 MPH, <u>THE VEHICLE SHUT OFF IN THE MIDDLE OF THE INTERSECTION</u> THE FAILURE OCCURRED WITHOUT WARNING WHILE THE VEHICLE COASTED, THE CONTACT WAS ABLE TO TURN THE STEERING WHEEL TO THE RIGHT AND PULL OVER THE VEHICLE WAS TOWED TO THE DEALER WHO DIAGNOSED THE CAUSE OF FAILURE AS THE TIMING CHAIN. THE DEALER FOUND OTHER RELATED FAILURES AS WELL. THE CONTACT PAID \$3,000 FOR THE REPAIR THE POWERTRAIN WAS UNKNOWN THE CURRENT MILEAGE IS 38,850 AND FAILURE MILEAGE WAS 38,800 (Emphasis Added)
10115682	<u>'WHILE DRIVING AT 65 MPH ENGINE FAILED DUE TO TIMING CHAIN WHICH CAUSED THE VALVES IN THE ENGINE TO BEND. HAD A LOCAL MECHANIC CHECK ENGINE AND WAS TOLD CONSUMER NEEDED A NEW ENGINE (Emphasis Added)</u> Customer had only 36,000 Miles when the Vehicle failed
10125864	STARTED VEHICLE AND LEFT GAS STATION WHEN THE ENGINE QUIT THE CAR WOULD NOT START AND <u>DID NOT GIVE ANY DIAGNOSTIC INFORMATION ON THE DASH DISPLAY. EVERYTHING LOOKED NORMAL</u> AFTER SEEING A MECHANIC FOUND OUT THAT THE TIMING CHAIN IS BROKE AND <u>WILL COST ME \$3600 TO REPLACE ACCORDING TO THE SATURN DEALER. AFTER LOOKING AROUND ON THE INTERNET THIS IS A VERY BIG PROBLEM AND IS OCCURRING VERY OFTEN THERE IS A TECHNICAL SERVICE BULLETIN TO THE SATURN DEALERS, ACCORDING TO A ARTICLE I READ, THAT STATES THAT THERE IS A KNOWN PROBLEM WITH THE OIL SENDING UNIT THAT LUBRICATES THE TIMING CHAIN THE OIL SENDING UNIT DOES NOT SUPPLY ENOUGH OIL TO THE TIMING CHAIN CAUSING THE FAILURE SATURN NEEDS TO RECALL THIS ENGINE SO PEOPLE LIKE ME WITH A DAUGHTER IN COLLEGE DOES NOT HAVE TO</u>

	<b>OCCUR THIS KIND OF EXPENSE WITH A CAR THAT ONLY HAS 52,000 MILES ON IT (Emphasis Added)</b>
10126994	<b><u>DRIVING DOWN A 4-LANE HIGHWAY AT 60 MPH THE ENGINE JUST QUIT RUNNING</u></b> THERE WERE NO UNUSUAL SOUNDS OR WARNING LIGHTS LUCKILY, WE WERE ABLE TO COAST OVER TO THE BERM OF THE ROAD OUT OF THE PATH OF TRAFFIC WITHOUT BEING HIT THE CAR WAS TOWED TO THE DEALERSHIP WITHIN APPROXIMATELY 1-2 HOURS OF RECEIVING THE CAR, <b><u>THE DEALERSHIP INFORMED ME THAT THE TIMING CHAIN HAD BROKE AND DAMAGED SOME VALVES IN THE PROCESS. THE CAR HAS 53,000 AND IS OUT OF WARRANTY AND THE TOTAL COST FOR REPAIRS WAS \$2,300.00</u></b> I INFORMED SATURN THAT I HAVE FOLLOWED BASIC MAINTENANCE ACTIVITIES AND THE CAR IS PRIMARILY DRIVEN TO AND FROM HOME AND THE OFFICE IN ADDITION, I INFORMED THEM THAT THERE ARE OTHER DOCUMENTED CASES OF THE TIMING CHAIN FAILURE ON THE INTERNET RANGING FROM 30,000-65,000 MILES SATURN SAID THERE IS NOT A PROBLEM WITH THE TIMING CHAIN IN THESE VEHICLES AND "THINGS JUST BREAK". THEY DID, HOWEVER, WITHIN 24 HRS OF RECEIVING MY CAR AT THE DEALERSHIP OFFER TO REIMBURSE ME 50% OF THE REPAIR COST <b><u>HOWEVER, WHEN A VEHICLE SUDDENLY LOSES POWER ON A HIGHWAY IT BECOMES A ROLLING DEATH TRAP AND THE PROBLEM WITH THE TIMING CHAINS NEEDS TO BE RECTIFIED BEFORE THE PROBLEMS RESULTS IN A FATALITY (Emphasis Added)</u></b>
10112117	<b>TIMING CHAIN WENT ON MY 2000 SATURN LS JUST AT FIVE YEARS WITH 53,700 MILES SATURN IS TRYING TO SAY ITS MY FAULT FROM 11 MONTHS AGO I DID NOT HAVE THE OIL FLUSHED OUT BUT IN SEARCHING TO SEE IF I WAS THE ONLY ONE I'M NOT AND THERE HAS BEEN OTHER PROBLEMS THAT WERE COVERED ON AND OFF WARRANTY I HAVE BROUGHT THIS TO THE ATTENTION OF BBB AND TO MY LOCAL DMV I HOPE THAT YOU CAN DO SOME THING ABOUT THIS BECAUSE WERE GETTING RIPPED OFF. (Emphasis Added)</b>
10047912	<b><u>WHILE DRIVING AT 65 MPH AND WITHOUT ANY WARNING, THE VEHICLE STOPPED STALLED THERE WAS NO INDICATION THAT ANYTHING WAS WRONG WITH THE VEHICLE. THE VEHICLE WAS TAKEN TO THE DEALER WHO INFORMED THE CONSUMER THAT THE TIMING CHAIN SNAPPED AND A NEW ENGINE WAS NEEDED. (Emphasis Added)</u></b>
10128706	<b><u>THE TIMING CHAIN ON MY 2001 SATURN L200 SNAPPED AT 45,000 MILES I HAD TO HAVE MY CAR TOWED, FIRST TO MY MECHANIC AND THEN TO A SATURN DEALER THE TIMING CHAIN DAMAGED PARTS OF MY ENGINE AND IT COST ME \$2200 TO REPAIR THERE HAD BEEN A TSB TO UPGRADE THE TIMING CHAIN FOR THIS VEHICLE, BUT OWNERS WERE NOT MADE AWARE OF IT I WAS TOLD THAT THEY WILL NOT USE THE OLD TIMING CHAIN KIT AS REPLACEMENTS BECAUSE OF THE UPGRADE. SATURN HAS REFUSED ANY MONETARY HELP WITH THIS ISSUE (Emphasis Added)</u></b>
10192850	<b>MY FAMILY AND I WERE TRAVELING ON U S 301 AT 9 00 A M ON OUR WAY HOME IN OUR 2001 SATURN (L100) COUPE THERE WAS A CLICKING SOUND COMING FROM THE ENGINE THAT HAD STARTED WHILE DRIVING HOME WHILE GOING 65 MPH, THERE WAS A POPPING SOUND AND THE OIL LIGHT CAME ON THE CAR QUICKLY LOST POWER AND FORCED US TO THE SIDE OF THE ROAD. WE WERE SHAKEN BY THE THOUGHT WHAT COULD HAVE HAPPEN IF WE WERE IN AN AREA WITH HEAVY TRAFFIC I WAS ABLE TO FLAG DOWN A PASSING TOW TRUCK TO HELP US OUT THE ROAD SERVICE UNIT DROPPED THE CAR OFF AT A LOCAL MECHANIC AND THE FAMILY AT HOME THE LOCAL CAR MECHANIC COULD NOT DETERMINE WHAT WAS WRONG WITH THE CAR UNTIL IT WAS TAKEN APART AND EXAMINED THE FIRST EXAMINATION DETERMINED THAT THE TIMING CHAIN AND HAD FAILED AND WOULD HAVE TO BE REPLACED THE</b>

	<p>MECHANIC ALSO EXPLAIN THAT THE ENGINE WOULD HAVE TO BE TAKEN APART TO DETERMINE THE EXTENT OF THE DAMAGE I SAID YES, ALTHOUGH I KNOW IT WOULD BE AN EXPENSIVE REPAIR I THOUGHT <u>WITH THE LOW MILES (58,767) ON THE CAR, THE WORK WOULD BE WORTH WHILE</u> THE EXAMINATION OF THE ENGINE REVEALED A DAMAGED HEAD AND BENT VALVES. <u>WHAT LOOKED LIKE A \$1000.00 TIMING CHANGE REPLACEMENT QUICKLY WENT TO SEVERAL THOUSAND DOLLARS WORTH OF DAMAGE!</u> I CALLED THE SATURN DEALER TO SEE ABOUT WARRANTIES THAT WENT WITH THE CAR AND WHAT HELP THEY COULD PROVIDE THEY EXPLAIN THAT THEY COULDN'T CONSIDER A WARRANTY WITHOUT FIRST EXAMING THE CAR IN THEIR OWN SHOP AND HAVING ALL THE MAINTENANCE RECORDS PROVIDED TO THEM WITH THE ADDITIONAL TOWING FEES, EXAMINATION FEES FROM THE LOCAL MECHANIC, AND NO GURANTEES FROM THE SATURN DEALER, I DECIDE TO ALLOW THE LOCAL MECHANIC TO DO THE WORK <u>THE FOLLOWING PARTS HAD TO BE REPLACE DUE TO THE 'PREMATURE' FAILURE OF THE TIMING CHAIN: HEAD, HEAD GASKET, VALVE GASKET, FRONT COVER GASKET, TIMING CHAIN KIT, VALVES, BELT, SPARK PLUGS, WIRE SET, FILTER, OIL, AND ANTIFREEZE. THE TOTAL BILL CAME TO \$2,480.80. THE CAR IS RUNNING FINE NOW</u> (Emphasis Added)</p>
10179145	<p>I HAVE A 2001 SATURN L SERIES A FEW MONTHS AGO I STARTED HEARING LITTLE NOISES IN THE ENGINE WHEN IT WAS COLD, AND AS THE ENGINE WARMED UP THE NOISE WOULD STOP I HAVE THE CAR SERVICED PRETTY REGULARLY, AND HAVE NOT HAD ANY BAD EXPERIENCES WITH THE CAR 2 DAYS AGO, I DROVE ONE MILE FROM MY WORK, AND WITH NO WARNING AT ALL I HEARD A LOUD POP IN THE ENGINE AND EVERYTHING STOPPED I WAS SURPRISED TO KNOW THAT THE TIMING CHAIN HAD BROKE AND THE REAR CAM WAS COMPLETELY FROZEN I HAD THE CAR TOWED TO MY HOUSE AND THERE IT WILL SIT FOR AWHILE I CANNOT AFFORD TO FIX IT AS THE ESTIMATED COST TO JUST GET INTO IT IS \$400, AND THEN MOST LIKELY WILL NEED A NEW ENGINE, <u>I AM ON A MODEST INCOME, AND I AM STILL MAKING PAYMENTS ON THIS VEHICLE AND HAVE TO CONTINUE TO MAKE PAYMENTS ON A CAR I CAN'T DRIVE. THIS IS MY PRIMARY TRANSPORTATION TO AND FROM WORK, SO IT WILL MOST LIKELY AFFECT MY LIVELIHOOD</u> I CONTACTED SATURN AND THEY TOLD ME THEY HAD NOT SERVICED THE CAR SINCE 2001 AND PRETTY MUCH I WAS ON MY OWN I HAD SERVICED THE CAR REGULARLY, BUT NOT AT THE DEALERSHIP THIS HAPPENED AT 89000 MILES I THINK THAT SATURN SHOULD STAND BEHIND THIS PROBLEM AS IT IS A SAFETY ISSUE APPARENTLY BY THE RESEARCH I HAVE DONE, THIS IS A COMMON PROBLEM WITH SATURNS AND I WANT THEM TO REPLACE MY ENGINE, PARTS AND LABOR AND STAND BEHIND THEIR WORK AS WELL, <u>I FEEL LIKE WITH ALL THE COMPLAINTS THAT THERE SHOULD BE A RECALL, AS WELL AS A CLASS-ACTION SUIT AGAINST SATURN.</u> (Emphasis Added)</p>

89 A sampling of complaints NHTSA received from owners of Saturn Vue

Class Vehicles similarly report the following information:

**Make :** SATURN  
**Model :** Vue  
**Year :** 2002  
**VIN :** 5GZCZ33D82S  
**Manufacturer :** GENERAL MOTORS CORP  
**ODI ID Number :** 0162604  
**Date of Failure:** December 1, 2002  
**Component:** ENGINE AND ENGINE COOLING  
**Summary:** THE CONTACT STATED THE VEHICLE HAS  
TIMING CHAIN FAILURE WHICH CAUSES  
VEHICLE TO STALL THE CHECK ENGINE LIGHT  
ILLUMINATED AND THE DEALER CANNOT FIND  
THE CAUSE OF THE ILLUMINATION THE  
TRANSMISSION ALSO HAS PROBLEMS AS WELL  
AS THE BRAKES

**Make :** SATURN  
**Model :** Vue  
**Year :** 2003  
**VIN :** n/a  
**Manufacturer :** GENERAL MOTORS CORP  
**ODI ID Number :** 10166400  
**Date of Failure:** December 4, 2004  
**Component:** ENGINE AND ENGINE COOLING  
**Summary:** I WENT OUT TO START MY CAR IT MADE A  
SOUND LIKE IT WAS A DIESEL TRUCK ENGINE I  
HAD IT TOWED TO SATURN IN NORWOOD MA  
ON RT 1 IT WAS MY TIMING CHAIN IT WAS  
COVERED UNDER WARRANTY I AM JUST  
REPORTING THIS NOW BECAUSE I SAW YOU  
WERE INVESTIGATING THE BELTS ON OTHER  
SATURN'S I READ THAT IT HADN'T EFFECTED  
THE VUE BUT I WANTED YOU TO KNOW IT  
DOES I AM LOOKING UP PROBLEMS WITH THIS  
CAR BECAUSE I HAVE HAD SO MANY THE  
INCIDENT DATE IS ESTIMATED I PICK MY VUE  
UP(AGAIN) TODAY FROM THE DEALER I WILL  
GET A PRINT OUT OF THE EXACT DATE THIS  
OCCURRED \*JB

**Make :** SATURN  
**Model :** Vue  
**Year :** 2002  
**VIN :** 5GZCZ23D72S  
**Manufacturer :** GENERAL MOTORS CORP  
**ODI ID Number :** 10223559  
**Date of Failure:** April 6, 2008  
**Component:** ENGINE AND ENGINE COOLING  
ENGINE GASOLINE BELTS AND  
ASSOCIATED PULLEYS  
**Summary:** THE CONTACT OWNS A 2002 SATURN VUE  
WHILE DRIVING APPROXIMATELY 40 MPH, THE  
CHECK ENGINE LIGHT AND THE LOW POWER  
LIGHT ILLUMINATED ON THE INSTRUMENT  
PANEL THE VEHICLE SHUT OFF COMPLETELY  
AND WOULD NOT RESTART AFTER SEVERAL  
ATTEMPTS THE VEHICLE WAS DIAGNOSED AS  
HAVING TIMING CHAIN FAILURE THE VIN WAS  
NOT INCLUDED IN NHTSA CAMPAIGN ID  
NUMBER 07V519000 (ENGINE AND ENGINE  
COOLING) THE CURRENT AND FAILURE  
MILEAGES WERE 125,000

**Make :** SATURN  
**Model :** Vue  
**Year :** 2002  
**VIN :** n/a  
**Manufacturer :** GENERAL MOTORS CORP  
**ODI ID Number :** 10212646  
**Date of Failure:** November 6, 2007  
**Component:** ENGINE AND ENGINE COOLING  
ENGINE GASOLINE BELTS AND  
ASSOCIATED PULLEYS  
**Summary:** THE ONLY "EVENT" WHICH LED TO THE  
FAILURE WAS ACCELERATING TO THEN  
MERGE INTO ONCOMING TRAFFIC THE TIMING  
CHAIN FAILED/BROKE DURING ACCELERATION  
WHILE MERGING WITH ONCOMING TRAFFIC  
POWER WAS THEN LOST, THE VEHICLE DIED  
WHILE GOING DOWNHILL THIS CAUSED LOSS  
OF FULL BRAKES AND STEERING WHILE THE  
VEHICLE ROLLED TO A STOP THE CHAIN THEN  
DAMAGED MULTIPLE VALVES LEADING TO A  
POTENTIAL MINIMUM \$2000 REPAIR \*TR

**Make :** SATURN  
**Model :** Vue  
**Year :** 2002  
**VIN :** n/a  
**Manufacturer :** GENERAL MOTORS CORP  
**ODI ID Number :** 10183344  
**Date of Failure:** February 18, 2007  
**Component:** ENGINE AND ENGINE COOLING  
ENGINE  
**Summary:** DRIVING AT @ 35 MILES PER HOUR IN OUR 2002  
SATURN VUE WHEN IT STOPPED JUST  
STOPPED WAITED 2 HOURS IN FRIGID  
CONDITIONS FOR A TOW FOUND OUT THE  
FOLLOWING DAY THAT THE TIMING CHAIN  
HAD SNAPPED THIS IN TURN DAMAGED TWO  
OF THE ENGINE VALVES CAUSING 1400  
DOLLARS IN DAMAGE VEHICLE HAS ONLY  
65,000 MILES \*NM

**Make :** SATURN  
**Model :** Vue  
**Year :** 2002  
**VIN :** 5GZCZ23D62S  
**Manufacturer :** GENERAL MOTORS CORP  
**ODI ID Number :** 10177030  
**Date of Failure:** December 18, 2006  
**Component:** ENGINE AND ENGINE COOLING ENGINE  
**Summary:** INCIDENT = SECOND INSTANCE IN 54,438 MILES  
OF TIMING CHAIN 'SLIPPED' DUE TO LACK OF  
LUBRICATION THIS IS ON MY 2002 SATURN  
VUE, 4 CYL ENGINE - FRONT WHEEL DRIVE  
SATURN BLAMES ME FOR NOT KEEPING UP  
WITH THE EVERY 3000 MILE OIL CHANGE  
REQUIREMENT (AND IS SATISFIED TO LOOK NO  
FURTHER FOR OTHER CAUSES ) I HAVE SEEN A  
REPORT, ON THIS SITE, OF AN INVESTIGATION  
INTO FREQUENT TIMING CHAIN FAILURES IN L-  
SERIES MODELS (HAVING THE SAME ENGINE)  
THE REPORT REFERENCES LACK OF OIL FLOW  
TO THE TIMING CHAIN WHEN OPERATING AT  
LOW RPM (THIS IS THE TYPE OF DRIVING I DO )  
THE REPORT ALSO REFERENCES "ALL TIMING  
CHAIN SERVICE KITS NOW AVAILABLE WILL  
INCLUDE AN OILING NOZZEL, A NEW DESIGN  
THAT WILL INCREASE OIL FLOW TO THE  
TIMING CHAIN UNDER LOW RPM OPERATING  
CONDITIONS" THE FIRST INSTANCE WAS  
COVERED UNDER WARRANTEE AT 24,663  
MILES THE CURRENT INSTANCE OCCURRED AT  
54,438 MI , AND IS NOW OUT OF WARRANTEE



DAMAGE RESULTING = ENGINE DAMAGE FOR THE SECOND INSTANCE IS "BEYOND REPAIR", AND I AM TOLD THE ENGINE MUST BE REPLACED EVEN THOUGH THE VEHICLE IS OUT OF WARANTEE, SATURN OFFERS TO PAY 50% OF THE COST OF A REBUILT ENGINE REPLACEMENT BUT, I CANNOT AFFORD EVEN 50% AT THIS TIME I HAVE OPENNED A CASE WITH SATURN TO GET MORE SUPPORT THE CASE IS CURRENTLY AWAITING ACTION BY THE DISTRICT MANAGER WHO IS ON VACATION UNTIL THE FIRTST OF THE YEAR  
\*NM

**Make :** SATURN  
**Model :** Vue  
**Year :** 2002  
**VIN :** 5GZCZ23D72S  
**Manufacturer :** GENERAL MOTORS CORP  
**ODI ID Number :** 10223553  
**Date of Failure:** April 6, 2008  
**Component:** ENGINE AND ENGINE COOLING  
**Summary:** I BEGAN TO HEAR A LITTLE BIT MORE ENGINE NOISE THAN NORMAL, LIKE A TAPPING NOISE I HAD THE OIL CHANGED AS I DID REGULARLY AND WITHIN MANUFACTURERS RECOMMENDATION LOCAL MECHANIC SAID IT WAS THE TIMING CHAIN AND TO CONTINUE WITH FREQUENT OIL CHANGES CAR DIED WHILE TRAVELING AT 40 MPH LOCALLY ON THE WEEKEND, BUT COULD HAVE HAPPENED WHILE TRAVELING 65MPH ON MY WAY TO WORK IF IT WAS A WEEKDAY LUCKILY, I WAS ABLE TO PULL IMMEDIATELY INTO A SIDE STREET AND HAVE THE CAR TOWED TO LOCAL GOODYEAR SERVICE CENTER I'VE SEEN INTERNET POSTINGS CITING THE SAME PROBLEMS ON SATURN MODELS WITH THE SAME ENGINE THERE MAY EVEN BE A RECALL FOR THE L-CLASS SATURN CARS WITH THE SAME ENGINE AND NOT THE VUE? \*TR

**Make :** SATURN  
**Model :** Vue  
**Year :** 2002  
**VIN :** 5GZCZ23D72S  
**Manufacturer :** GENERAL MOTORS CORP  
**ODI ID Number :** 10215980  
**Date of Failure:** January 18, 2008  
**Component:** ENGINE AND ENGINE COOLING ENGINE  
**Summary:** THE CONTACT OWNS A 2002 SATURN VUE WHILE DRIVING APPROXIMATELY 60 MPH, THE CONTACT NOTICED THAT THE ENGINE AND REDUCED POWER LIGHTS ILLUMINATED ON THE INSTRUMENT CONTROL PANEL THE VEHICLE COMPLETELY LOST POWER THE CONTACT HAD TO SHIFT INTO NEUTRAL IN ORDER TO PULL OFF THE ROAD THE VEHICLE WAS TOWED TO A LOCAL DEALER AND THEY STATED THAT THE TIMING CHAIN FAILED SHE HAS PICTURES OF THE FAILED COMPONENT THE CONTACT FILED A FORMAL COMPLAINT WITH THE MANUFACTURER THE FAILURE AND CURRENT MILEAGES WERE 117,000 UPDATED 02/15/08 \*LJ

**Make :** SATURN  
**Model :** Vue  
**Year :** 2002  
**VIN :** 5GZCZ23D52S  
**Manufacturer :** GENERAL MOTORS CORP  
**ODI ID Number :** 10198171  
**Date of Failure:** July 27, 2007  
**Component:** ENGINE AND ENGINE COOLING  
**Summary:** THE CONTACT OWNS 2002 SATURN VUE WHILE DRIVING 70 MPH, HE HEARD A NOISE IN THE ENGINE THE CHECK ENGINE AND REDUCE POWER LIGHT WERE ALSO ILLUMINATED THE VEHICLE DRIFTED INTO THE SLOW LANE ALLOWING HIM TO STOP THE VEHICLE WOULD NOT RESTART THE VEHICLE WAS TOWED AND THE MECHANIC STATED THAT FAULTY WIRING CAUSED THE FAILURE THE MECHANIC REPAIRED THE WIRING, HOWEVER, THE TIMING CHAIN FELL OFF VEHICLE MAINTENANCE HAS BEEN UP TO DATE SINCE HE PURCHASED THE VEHICLE THE TIMING CHAIN SHOULD NOT HAVE FAILED DUE TO THE MILEAGE THE CURRENT AND FAILURE MILEAGES WERE 88,165

**Make :** SATURN  
**Model :** Vue  
**Year :** 2002  
**VIN :** 5GZCZ23D92S  
**Manufacturer :** GENERAL MOTORS CORP  
**ODI ID Number :** 10192916  
**Date of Failure:** June 4, 2007  
**Component:** ENGINE AND ENGINE COOLING  
**Summary:** THE TIMING CHAIN ON MY 2002 SATURN VUE, THAT HAS ONLY 55,000 MILES ON IT, BROKE, CAUSING THE ENGINE TO BE DESTROYED (ENGINE DESTROYED WAS VERIFIED BY THE DEALERSHIP I TOOK IT TO, THEY SAID IT WAS SOMETHING THEY HAD NEVER SEEN HAPPEN, YET I SEE MANY COMPLAINTS ABOUT THEIR L SERIES HERE MY CAR HAS THE SAME ENGINE AS IT WAS THE FIRST YEAR THE VUE WAS MADE AND THE ENGINE WAS THE SAME AS THE L SERIES THAT YEAR) \*TR

**Make :** SATURN  
**Model :** Vue  
**Year :** 2002  
**VIN :** JT4RN81A1N0  
**Manufacturer :** GENERAL MOTORS CORP  
**ODI ID Number :** 10169554  
**Date of Failure:** September 26, 2006  
**Component:** ENGINE AND ENGINE COOLING  
**Summary:** 2002 SATURN VUE (65,000 MILES) MAKING NOISE WOULD NOT START, TOWED TO MECHANIC TIMING CHAIN FAILURE CAUSING ENGINE DAMAGE ESTIMATED COST IS \$3000, LOSS OF VEHICLE FOR AT LEAST A WEEK WHILE BEING REPAIRED CURRENTLY AT THE MECHANICS AWAITING REPAIR. \*JB

**Make :** SATURN  
**Model :** Vue  
**Year :** 2002  
**VIN :** 5GZCZ63B92S  
**Manufacturer :** GENERAL MOTORS CORP  
**ODI ID Number :** 10168290  
**Date of Failure:** August 25, 2006  
**Component:** ENGINE AND ENGINE COOLING  
**Summary:** WHILE DRIVING ON THE HIGHWAY, OUR 2002 VUE MADE A GRINDING NOISE AND THEN BEGAN TO LOSE POWER AS WE WERE PULLING OFF TO THE SIDE, THE VEHICLE STALLED AND THEN WOULD NOT RE-START THE SATURN

DEALERSHIP TOWED THE VUE TO THEIR LOT AND INFORMED US , THAT THE TIMING CHAIN HAD SKIPPED AND BLEW THE MOTOR THE TIMING CHAIN WAS SUPPOSED TO BE NO MAINTENANCE AND DIDN'T EVEN NEED TO BE CHECKED UNTIL 100,000 MILES MY VUE HAD 65,000 MILES AFTER 3 WEEKS WE WERE TOLD THAT THEY WOULD REBUILD THE ENGINE AT A COST OF \$3500- \$3800 AND SATURN WOULD PAY HALF OF THAT COST SEVERAL WEEKS PRIOR, THE VEHICLE WAS STALLING WHILE DRIVING AND WOULD NOT RESTART UNTIL IT COOLED OFF WE TOOK IT TO THE DEALERSHIP AND THEY REPLACED A SENSOR FOR THE CAM SHAFT THE SWITCH FOR THE BACK WIPER HAS BEEN REPLACED AND WE WERE TOLD BY SATURN TECH'S THAT THE MOTOR FOR THE BACK WIPER ALSO NEEDS TO BE REPLACED, AGAIN AT OUR COST. \*JB

90 Consumer websites are inundated with consumer complaints of Saturn Class Vehicles with broken Timing Chains The following are a sampling from <http://www.topix.com/forum/state/nc/T7FEOD6MENJBK4OGA/p4>

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Reply »  
Mar 4 2007  
I want to encourage everyone that had a timing chain issue with his or her Saturn L200 or LW200 to write to the NHTSA When my chain broke last December (on a 50 MPH 2-lane highway) I wrote to the NHTSA to complain Just this week (March 2 2007), the NHTSA responded for a request for additional information They stated that the case has been re-opened do to the growing number of reported chain failures They are especially interested in chains that broke while the car was on the road (GM maintains it is not a safety issue as the chain usually breaks at start up ) While it cost ~\$2500 to fix our car I am more concern with the safety aspect We came close on being hit when our chain broke We need to give the NHTSA enough information to force GM to fix this problem before someone gets hurt or worse The NHTSA web site is <http://www.nhtsa.dot.gov>

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Walt  
Birmingham,  
MI  
Mar 13, 2007  
I have a 2001 LS200 it has 155,000 miles and at 75,000 the timing chain had to be replaced, just like clockwork at 150 000 it had to be replaced again Each time cost me about \$600

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Dennis P  
Bingham City,  
UT  
Mar 15 2007  
I had a Saturn 2002 LS200, it hit 75000 miles and the timing chain broke The dealer give me a price of \$2941 40 for a rebuild motor with a one year warranty They told me the chain broke because I went over the 3000 mile oil change to many times That was bull and they knew it when they told me Thats why I said I had a Saturn, I now have another Hyundai

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James  
Lanning  
Greenville, SC  
Mar 29 2007  
2002 Saturn Just broke the timing chain at 160 000 KM I've had a femon Windstar & Caravan! You'd think I would have learned  
I bought a Honda Life is better now!

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Wesley  
DeVries  
Waterford,  
Canada  
Mar 31 2007  
Mine 2002 Saturn L200 timing chain broke absolutely no warning whatsoever 51000 Miles while doing about 65 miles an

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J Tohlen  
Langhorne,  
PA

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hour Never forget the Saturn service manager saying well you should have heard or noticed something wrong not to mention her refusal to acknowledge the TSB that I found on the oil nozzle After screaming at Saturn customer service and the regional Saturn representative they did it as if I had the worst possible extended warranty, so my rebuilt engine only cost me 2000 bucks I loved my Saturn up to that very minute the chain broke but considering one of the major reasons I picked it over the Accord was the fact it had a chain the Accord still had a belt, after that I could care less about the car and will never buy another Saturn

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**A Props**  
Mulberry, IN

*Apr 9 2007*  
Has anyone found out if the timing chain has been recalled? I have a 2000 LS1 and it just stopped and won't start We checked the starter and battery Both are fine My husband thinks it is the timing chain

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**brazzle**  
Tors Cove,  
Canada

*Apr 23 2007*  
I have a 2001 I200 my timing chain broke last week and destroyed the heads it is 499.99+tax for the chain kit but I got lucky with an engine with only 15 000kms for 640.00+tax the car only had 120 000kms there is definitely a problem with these cars and saturn refuses to do anything about it needless to say SATURN SUCKS!!!!

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**Wayne**  
Schaumburg,  
IL

*Apr 25 2007*  
Timing chain broke on my 2001 LS200 with 78 000 well maintained miles Problem was defective oil nozzle which is a well documented problem Saturn never issued a recall and is soaking all us poor slob's even going so far as to blame US for not changing oil properly (apparently this is the Corporate response to all their loyal customers!) Needless to say I will NEVER purchase another GM or Saturn vehicle and am in the process of taking them to small claims court (had to pay \$3,100 for a USED engine!) I suggest everyone write to the NHTSA and the Attorney General's office regarding this scam

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**John**  
AOL

My timing chain broke driving down a two lane highway yesterday May 11 2007 There was no warning the dealership has told me it will be \$2300.00 to fix Out of warranty I definitely feel it is a safety issue GM needs to warn and recall My 2002 L series has less than 40 000 miles

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**Harold**  
Billerica, MA

*May 15 2007*  
I have a 2000 LS with a timing chain which was just told may have jumped and caused the valves to bend \$\$\$\$ I called Saturn of Medford MA and they said they can do nothing for me

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*May 19 2007*  
I took my 2003 Saturn Ion in because of engine noise I have always changed my oil regularly and only have 20 800 miles on the car, have never had any warning lights come on and it has always shown that it is operating at proper operating temperatures

I first took it to a local mechanic and they said they thought the timing chain was going and suggested I take it to Saturn and that I shouldn't drive it to prevent further damage

**tasher**  
Moline, MI

I contacted Saturn and was told by Customer Satisfaction and by the Service Manager that they would help me They agreed that the mileage was awfully low to be having this kind of problem

Now I am being blamed for the problem "oil deprivation" The entire engine needs to be replaced I don't think I should be responsible for the defects the car obviously has If I were to get the car fixed I don't think I could trust to drive it again In another 20 000 miles is it going to happen again?

I'm not getting anywhere with Saturn If anyone has any suggestions, any advice would be greatly appreciated

91 The following is a sampling of the 122 consumer complaints of broken Timing Chains on Vue, Ion and L-Series Class Vehicles, which caused thousands of dollars of damages to Class Vehicles, as well as complaints of GM's refusal to take responsibility for repairing the damaged vehicles

See [http://www.carsurvey.org/viewmorecomments\\_review\\_56674\\_5.html](http://www.carsurvey.org/viewmorecomments_review_56674_5.html)

**31st Mar 2007, 14:31**

On March 29, I was sitting in my 2001 Saturn L-100 waiting for traffic to clear. I stepped on the gas and the engine revved up as usual, and the car accelerated almost to highway speed. At about 45 mph, the car completely lost power and I coasted it to the side of the road. The problem? You guessed it, timing chain failure. I will be going to the local dealership on Monday, but I have very little hope that the problem will be solved to my satisfaction. I will be keeping you all posted on the results of the visit.

**1st Apr 2007, 01:46**

OK. Yet another one. Friday morning my L200 wouldn't start - made a whirring sound and the engine didn't turn over. Had it towed to the dealer and same story.

1400 to take apart the motor and see what the damage is. JUST TO SEE WHAT IT IS. 4k to fix it probably.

They also said that it would be worth something as a trade in if I want a new car.

Fine. My car is paid for - I'm going to go there this week and sell it to them for whatever they want it as a trade.

I'm probably never going to buy a Saturn again.

**14th Apr 2007, 12:11**

April 14, 2007

This will be short. Read any of the aforementioned horror stories and it would be the same as mine. My 2001 L200 Saturn with 54,000 miles had its timing chain go yesterday and I have no idea of the cost of repairs as of yet. It went out at 40 MPH while driving in heavy traffic on Hwy 101 in Washington State. So far \$116.00 tow bill. I will get on the phone on Monday April 16, 2007 to start my round of complaints.

**27th Apr 2007, 11:18**

Ditto on another timing chain problem. 2000 Saturn LS1 @ 80,000 miles. In the shop with \$1400 repair estimate and no help from Saturn.

**13th May 2007, 14:49**

My timing chain broke driving down a two lane highway May 11, 2007. There was no warning. The dealership has told me it will be \$2300.00 to fix. Out of warranty. I definitely feel it is a safety issue. GM needs to warn and recall. My 2002 L series has less than 40,000 miles. It looks like I am the latest in a long

line of owners who have had this problem I will be contacting NHTSA this week

**13th Jun 2007, 16:07**

I am yet another Saturn 2000 L Series owner with a failed timing chain at 46322 miles. It is very sad to see how GM's Saturn Division has turned their backs on an obvious design flaw that they created. We all bought their products based upon their track record of being honest and responsible. This is why my company car is a Nissan. GM, wake up, do the right thing and compete rather than complain. I don't have much faith that they will, but I wonder if they care?

**22nd Jun 2007, 09:06**

What august company I find myself in - we had a failure while in operation at 84,700 while in Richmond on April 17, 2007 on our 2001 L200, bought new from Saturn of Fairfax in June 2001. It was the 2nd of what would become four Saturn purchases between 1999 and 2004. I was pulling out of a stop sign, when poof! Was told on April 19, 2007 by Saturn of Manassas that the chain is to be replaced at the 90,000 mile scheduled service, an interval not yet reached. The vehicle had a 60000 mile car-care/extended warranty plan on it - and it seems certain that Saturn knew of the problem well before that period expired.

Saturn, aside from being inept in the customer assistance center in Tennessee, has taken to offering a pittance of 15% off of a warranty price, still totalling some \$3000. Their "area managers" won't give a last name and claim they have no supervisor. When pressed, they give up the name of the General Manager of Saturn Corporation. I had 9 pages of email thread on my case with them - they pretend to be a liaison between customer and local facility, yet they did a very poor job at that.

Their General Manager (Jill Lajdziak) will not answer letters, nor will the higher-ups at GM whom it was copied to - G. Richard Wagoner, Jr., Troy A. Clarke and Mark R. LaNeve. It has been four weeks since my four-page letter to Ms. Lajdziak was received by FedEx - nothing. I was so annoyed at the lack of response that I sent a fresh letter just to Mr. LaNeve yesterday by FedEx, and then heard him on the Sean Hannity show yesterday afternoon. (My only contact since then? A postcard from Saturn of Manassas on June 12, 2007 advertising new car lease rates!)

I have taken to blogging about my poor experience at <http://dontbuysaturn.blogspot.com/>, as I feel it is important that the story be told of how GM will not stand behind their product. I filed my own NHTSA complaint on May 18, 2007 after Saturn made its insulting offer.

I fear for the safety of my family in our remaining Saturn, a 2004 VUE AWD V6, for I have lost faith in Saturn and GM. I suppose the only upside is the 2004 year had a Honda engine and transmission. The whole situation, now 66 days and running, has put additional miles on the VUE, as well as the inconvenience of being down to one vehicle.

Rob McKeever, Manassas VA robmckn@aol.com

**30th Jun 2007, 19:50**

I've joined the club, and you all have my empathy Timing chain failed at 80k two days ago, 2001 L200, which I bought used from Saturn almost three years ago with 39k on it I tried to start it the other day and the chain beat the heck out of the top of the engine Total repair cost \$2,900 Because it's a holiday week/weekend, I'm waiting for my return call PLEASE--EVERYONE--make a complaint with NHTSA I just got back last week from a trip to KY for a funeral and thank God this didn't happen on I-75 in the hills! After reading all these experiences, it is a miracle that no one has died

**4th Jul 2007, 19:49**

Here we go again I will not burden everyone with a long story just read the past entries It's the same story over and over again This is almost criminal 2002 Saturn L200 broken timing chain while my 18 Year old daughter was driving through an interstate interchange Same story as many others Saturn and dealer denying any responsibility are you kidding me we all need to contact our State Attorney Generals and have something done about this In the meantime NEVER buy a Saturn especially from Saturn of Medford Massachusetts

**6th Jul 2007, 15:39**

Just want to add to all the other posts Saturn 2001 L200 Wagon 88k miles Timing chain broke while I was traveling around 30 MPH Lost power steering and brakes, but got it safely parked Had chain replaced, but now told I have engine damage extent being determined Already posted an incident report on the NHTSA site Never had a single problem other than battery replacement until today

**11th Jul 2007, 11:28**

May 14, 2007 I am the next victim of the failed timing chain At 75,000 miles, the engine had only ever had Synthetic Oil and the Saturn Technician commented on how clean the inside was Given my automotive engineering background, I (like many of you) also know how most of the NHTSA and OEM Technical Service Bulletin processes work

I learned of the NHTSA investigations, the TSB and gained access to all the data GM had to supply the NHTSA as part of the investigation The facts are that GM is aware of a 4 month build window of the Ecotec 2.2L engine in which the timing chain failure rate was 10 times greater than normal, affecting over 25,000 cars In addition, the Saturn sales force marketed the high durability of the 2.2l metal timing chain as a strength over the 6 cylinder with a Kevlar belt that must



be changed at 100k Most of this was known all the way back in 2002 and the preventive measure of performing the work in the TSB would have been cheaper as compared to a new engine I would have gladly paid to prevent the cost of a new or rebuilt engine

The result I had a great perception of Saturn til now Saturn made no attempt to inform me and therefore denied me the ability to prevent damage to my property In addition, I was offended by the treatment toward me, especially as I approached the issue with facts, logic and the openness to resolution Saturn has lost this customer and GM appears to be sticking to the "trick your customer" approach as opposed to the "keep your customer" approach Pretty short-sighted Saturn offered to pay for half a new engine still over \$3k out of my pocket

**27th Aug 2007, 19:23**

Saturday our dealer maintained and cared for 2000 L300m (54,000 miles) suffered a sudden and completely unexpected timing chain break that will cost hundreds to fix, only to get it to where the dealer (or another reputable shop we also had look at it) will be able to determine if valves and pistons are also damaged According to both, this is highly likely In searching tonight, I was shocked to see both the sheer number of similar problems, as well as the fact that Saturn has apparently known of this and offered an upgrade Oiling kit (also expensive) as a means of attempting to prevent this serious defect from destroying other motors The Saturn maintenance schedule clearly states the timing chain should be replaced at 100,000 miles I, too, would like to know about these 412,000 alleged complaints and how to verify that number As an attorney, I intend to explore this vigorously

**30th Aug 2007, 10:49**

Before I spent \$813 dollars on a timing chain replacement - I wanted to know how many L200's were built (Saturn would not tell me) and I wanted to know how many had broken chains (again - according to Saturn, no one knows - and they say they have no way of finding out)

Their responses to the two NHSTA investigations, their redesign of the components, and their inability to discuss this subject in an honest way . scared me

I spent the money to fix the car GM may be willing to play the odds with my family's safety - but I'm not

**5th Oct 2007, 20:43**

I have a 2001 Saturn L200 (seems to be quite the popular car on here at least!) I took my car in to get a new ignition cylinder/housing Went to pick up my car (hours after it was originally supposed to be done), and the mechanic started the

car it started up fine He turned it off to do some paperwork. He got in the car to pull it out of the garage and, low and behold, they come back to tell us that my timing chain has just broken!! First, I'm thinking you broke it, you fix it Now, as I'm sitting here thinking about Monday, when I get the nice call from the Area Manager, who knows I'm seeking financial assistance (I didn't know this was a problem with my series of car before speaking to them), I can pretty much predict what he'll have to say to me

I just wish GM would realize there is a mistake with the car, take the losses, and move on "Wish" being the key word there

**16th Dec 2007, 20:34**

Just want to add my experience in with all these others 64,000 miles, highway speed, chain broke Towed in, extended warranty covered \$100 of the \$130 tow The windshield that was bashed in during it's 16 hour sit on the highway was out of my pocket (\$208) the dealer demanded maintenance records which I produced If I had not been able to produce these records, I'm sure they would have denied the claim on the extended used car warranty plan As it is, it is being repaired and should be fixed tomorrow or tuesday I think it's BS that the dealers are leaning on this "oil hasn't been changed" story to try and deny any known problems I'm in on a class action if it gets started Contact me at midnitemaster@hotmail.com

Steve

**VIII. DEFENDANTS SECRETLY RE-DESIGN THE DEFECTIVE TIMING CHAINS AND OILING NOZZLES BUT CONTINUE TO DENY THE EXISTENCE OF A DEFECT OR LIABILITY TO CLASS VEHICLE OWNERS**

**Defendants Advise Saturn Dealers in June 2003  
of "Design Changes" to the Timing Chains  
and Oiling Nozzles**

92 In late 2001 or early 2002, Defendants re-designed both the Timing Chain and Oiling Nozzle According to statements made by Defendants to NHTSA in 2006, Defendants no longer incorporated the original Timing Chain and Oiling Nozzle in the vehicles after (i) April 22, 2002 in Saturn vehicles assembled at the Tonawanda vehicle plant, and (ii) May 1, 2002 in Saturn vehicles assembled at the Springhill vehicle plant

93 Defendants, however, then waited more than a year before they issued Technical Service Bulletin (TSB) No 03-06-01-017 on June 9, 2003. This TSB notified the Service Departments at Saturn Dealerships that, when they encountered a Class Vehicle that required a Timing Chain repair, the Service Technician should replace the Timing Chain and Oiling Nozzle with a re-designed Timing Chain and Oiling Nozzle.

94 More specifically, TSB 03-06-01-017 stated in relevant part

Service Information – Timing Chain Design Change and Revised Service Procedures

2000-2003 Saturn L-Series with 2.2L Engine (VIN F—RPO L61)

2002-2003 Saturn VUE with 2.2L Engine (VIN D – RPO L61)

2003 Saturn ION Vehicles

General Manager, Fixed Operations Manager, Technician

Purpose

The purpose of this bulletin is to communicate updated service procedures to the timing chain and timing chain oiling nozzle due to design changes that have been made to both components. All timing chain kits now available in service will include the Oiling nozzle. **This newer nozzle has higher flow rate characteristics that will increase oil flow to the timing chain under low RPM conditions.** Whenever replacing a timing chain, it is important to replace the Oiling nozzle.

(Emphasis added)

95 Thus, while publicly denying the existence of any defect associated with the Timing Chain in the Class Vehicles and refusing to cover any non-warranty repairs necessitated by broken Timing Chains in the Class Vehicles, Defendants were secretly informing Saturn Dealers' Service Departments that they should make repairs using the redesigned Timing Chain and Oiling Nozzle – at Class Vehicle owners' expense.

96 Remarkably, as discussed below, it was not until December 2007 -- after this lawsuit was commenced -- that Defendants notified a fraction of purchasers and

lessees of the Class Vehicles about the Class Vehicles' defective design, and undertook to retrofit a very limited number of the Class Vehicles with the re-designed Timing Chains and Oiling Nozzles, at Defendants' expense

**IX. CLASS VEHICLE OWNERS' COMPLAINTS MOUNT  
AS DEFENDANTS CONTINUE TO PUBLICLY DENY  
LIABILITY FOR REPAIRING CLASS VEHICLES  
WHILE SECRETLY ADMITTING A DEFECT**

**A. NHTSA Begins an Investigation of Timing Chain Breakages  
in 2000 - 2003 Saturn L- Series and 2003 Saturn Ion Vehicles**

97 The North Carolina Consumers Council, Inc ("NCCC"), a non-profit consumer advocacy group with a large membership base spanning the United States, petitioned NHTSA to open an investigation into Timing Chain failures in Saturn vehicles. On December 12, 2005, NCCC's Executive Director, Brad Lamb, issued a "Defect Petition" to NHTSA requesting that NHTSA perform a defect investigation into Saturn L-Series vehicles for Timing Chain failures, in response to the twenty-six consumer complaints it received from drivers alleging Timing Chain failures.

98 On the NCCC website, Brad Lamb stated that the Defendants had actual knowledge of the problem, as evidenced through their actions of producing and releasing the modified timing chain and modified timing chain oiling nozzle (as discussed above). Mr. Lamb is quoted as saying "The manufacturer knew there was a problem, and knew the problem could happen as early as 25,000 miles. They would rather the consumer incur the expense of a new engine rather than make the up to \$900 upgrade."

(Emphasis added) See *Saturn Defect Petition*, available at <http://www.nccconsumer.org/story22.html>. The website continues to report that "since the filing of our petition, consumer complaints continue to grow at an astonishing rate" (*Id.*)

**B. NHTSA Grants the Petition and Opens  
a Preliminary Evaluation to Assess the Defect**

99 On February 6, 2006, NHTSA announced that it had granted the NCCC's petition and reported its commencement of Preliminary Evaluation 06-006 ("PE06-006") "to assess the frequency, trend, scope and safety consequences associated with the alleged defect in the subject vehicles "

100 By letter dated February 16, 2006, Jeffrey L Quandt, NHTSA's Chief, Vehicle Control Division, Office of Defects Investigation (ODI), notified GM's Director of Product Investigations, Gay P. Kent, that ODI had opened PE06-006 and was investigating Timing Chain failures in 2000 – 2003 Saturn L- Series and 2003 Saturn Ion vehicles. Pursuant to PE06-006, the ODI requested that GM produce information relating to the defective Timing Chain and the defective Oiling Nozzle by March 29, 2006

This letter is to inform you that the Office of Defects Investigation of the National Highway Traffic Safety Administration has opened a Preliminary Evaluation (PE06-006) to investigate allegations of timing chain breakage resulting in engine stall in certain model year (MY) 2000 to 2003 Saturn L-Series and MY Saturn Ion vehicles manufactured by General Motors, and to request certain information

ODI has received 31 complaints alleging timing chain failures in MY 2000-2003 Saturn L-Series vehicles equipped with the 2.2L L4 engine. In most of the complaints the timing chain failure allegedly resulted in a sudden loss of power and engine stall

**C. GM's Response to NHTSA's Information Request  
Admits that Defendants had Actual Knowledge  
of the Design Defect in the Class Vehicles as Early as 1999**

101. In a letter dated April 12, 2006, GM responded to the ODI's February 16<sup>th</sup> information request (the "April 12, 2006 GM Letter").

102 The April 12, 2006 GM Letter disclosed that GM had (i) received over 1,020 consumer reports or field reports that indicated that the Timing Chains were broken or replaced, and (ii) 2,203 Warranty Claims involving broken Timing Chains in the 2000 – 2003 Saturn L-Series vehicles. The sheer number of complaints and Warranty Claims once again proves, beyond all doubt, that Defendants had knowledge of the existence of the defect in the Class Vehicles.

103 The April 12, 2006 GM Letter further admits that Defendants were on notice of the defective condition of the Timing Chains and Oiling Nozzles in the Class Vehicles shortly after the first of the L-Series Class Vehicles rolled off the assembly lines in 1999. (Tellingly, Defendants never acknowledge to NHTSA the contents of the June 1997 TSB 03-06-01-017, wherein Defendants secretly admitted the need for a continuous flow of oil to the timing chains.)

104 Table B of the April 12, 2006 GM Letter “summarizes the actions performed by GM that relates to the subject condition,” i.e., the broken Timing Chains in the Class Vehicles. According to the first entry in Table B, GM began investigating Timing Chain failures in 1999, at the beginning of the introduction of the L-Series Class Vehicles. Specifically, Table B states that, beginning with “Start of Production 1999” the GM Powertrain engineering group,

Perform[ed] engine teardowns on certain returned engines to determine root cause of failures. Not all returned engines are analyzed. This process is typically utilized as an early feedback tool at production launches or requested for specific issues.

Summary of Action: Generate engine teardown detail report and communicate findings to GM Powertrain engineering, Vehicle Engineering, Engine Assembly Plant personnel, and part suppliers as deemed necessary.

(Emphasis added )

105 Table B of the April 12, 2006 GM Letter further states that, even though GM engineers were seeing broken Timing Chains as early as 1999, GM did not begin investigating the issue until August 2001, when GM began "investigat[ing] 2000-2001 MY Saturn L-series with broken timing chains where the vehicle suddenly stops running or stalls " Under "Summary of Action," GM stated

Reviewed warranty claims Considering the S-pin timing chain released for the higher performance applications to improve robustness Start development and validation testing of the S-pin timing chain

(Emphasis added )

106 It was not until August 2002, however, that GM implemented a "fix" to the Timing Chain problem Moreover, GM admitted that its only motivation to come up with a "fix" was to reduce its cost of warranty repairs, and not to remove unsafe vehicles from the roads or spare its customers from expensive repairs According to the April 12, 2006 GM Letter, Table B

Start Date August 2002

Description Eliminate occurrences where engines are returned with broken timing chains, cylinder head damage, and head gasket failures

Summary of Action Warranty cost reduction was achieved by increasing component robustness. A full time flow oil nozzle with torque limiting sleeve and the S-pin timing chain (double chromised pins) was released to address lubrication and wear conditions.

(Emphasis added )

107 Thus, acknowledging what it knew in June 1997, GM replaced the Oiling Nozzle, which restricted the flow of oil to the Timing Chain at low and idle speeds, with a "full time flow oil nozzle," which "enhance[d] timing chain lubrication at low speeds "

108 According to the April 12, 2006 GM Letter, the original Oiling Nozzle

[W]as originally a pintle valve and regulator spring design In this design, the nozzle flow rate was 700ccm at an oil pressure of 100kPa, **with reduced oil flow at lower pressures** In 2002, it was speculated that **excessive idling in traffic could possibly contribute to conditions leading to insufficient lubrication of the timing chain components on some engines** As such, enhancements were made in May 2002 to the oiling system to insure lubrication under all idling conditions **The design change included increasing the size of the nozzle orifice and elimination of the pintle valve**

(Emphasis added )

109 In addition to being aware that the Timing Chain was less robust (e g , had smaller pitch and smaller pins) than the steel timing chains used prior to 1999, Defendants also switched to an "S-pin timing chain (double chromised pins)" One material difference between the new timing chain and the defective Timing Chain was that there was approximately 35% more chrome on the pins of the new timing chain, which was done in order to increase the strength of the timing chain

110 Seeking to limit its cost of addressing the Timing Chain issue, Defendants, however, proclaimed to NHTSA that the Timing Chain problem was isolated within certain L-Series Class Vehicles manufactured during a 4 month period and, therefore, deceptively indicated that the failures were a localized problem In support of this position, Defendants pointed to what they claimed to be a statistically higher incidence of broken Timing Chains in L-Series Class Vehicles built from November 2000 through February 2001



Review of the warranty IPTV [Incidents Per Thousand Vehicles] by build of month suggests there was a **quality issue on some vehicles built from November 2000 through February 2001 (2001 Model Year L-Series)**

(Emphasis added )

111 As demonstrated below, GM's own analysis showed that Timing Chains were breaking in all of the Class Vehicles manufactured between 1999 and 2002

112 Moreover, in an effort to downplay the safety risk of the defect, GM asserted that it believed that a "majority of warranty incidents [*i.e.*, broken Timing Chains] occurred while the vehicle was parked since the timing chain is more likely to break during high chain load situations, such as engine startup" This assertion ignored the hundreds, if not thousands, of complaints from Saturn owners whose Timing Chains broke while the vehicles were moving (many at high speeds on highways), thereby causing a serious safety issue

113 This false assertion regarding safety was later contradicted by NHTSA In ODI's closing resume issued on November 9, 2007, in which both ODI and GM data concerning the defect was reported, ODI stated in relevant part

During this engineering analysis GM and ODI contacted Saturn owners that had warranty work performed related to timing chain replacements or repairs in order to determine certain safety consequences associated with timing chain failure **Based on analysis of warranty claim verbatim text for indications of stall while driving (SWD) and the results from a survey of warranty claims with ambiguous text, GM estimated that 55% of all timing chain warranty repairs involved SWD incidents. ODI's analysis estimated approximately 76% of warranty repairs may have involved a SWD** The surveys were also used to assess the safety consequences of the SWD incidents The calls found that none of the vehicles that experiencing [*sic*] stalls due to timing chain failure could be restarted **In addition, approximately one-third of the stalls occurred at speeds greater than 40 mph and about 20% indicated that they were not able to get the vehicle out of traffic after the engine died.** GM's statistical analyses of failure data estimated stall while driving rates of

1.7% and 5.2% at 3 and 6 years in service ODI's analyses estimated slightly higher rates of 2.3% and 7.0% at 3 and 6 years in service

(Emphasis added)

**D. NHTSA Upgrades the Investigation  
Based on the High Rate of Consumer Complaints**

114 Dissatisfied with GM's responses to the information requests and in recognition of, (a) the safety hazards implicated by the defect, (b) the high volume of consumer complaints, and (c) the large numbers of warranty repairs for broken Timing Chains, on June 6, 2006, NHTSA's ODI upgraded its investigation to an "Engineering Analysis," the highest level within NHTSA's investigatory structure. The ODI Resume status update stated

On April 12, 2006, ODI received information from GM concerning timing chain failures in approximately 412,000 Model Year 2000 through 2003 Saturn L-Series and ION Vehicles with 2.2L engines. GM's response included 1,020 owner complaints and field reports concerning timing chain failure, including 228 that alleged the failure caused the vehicle to stall while driving. GM also provided Warranty Claim data that showed 1,902 subject Vehicles receiving timing chain repairs, including 261 which indicated that a stall while driving resulted from the failure.... GM's data showed elevated failure rates in approximately 20,500 Model Year 2001 L-Series Vehicles produced during a four month period from November 2000 through February 2001. Over one-third of GM's total complaints and field reports (34.3%) and Warranty Claims (38.2%) involved L-Series vehicles built during the 4-month period, which are only 5% of subject vehicle production. The timing chain failure rate in the vehicles built during this range is over 10 times greater than the remaining subject vehicle population. GM's statistical modeling of the failure data initially concluded that the failure rates were declining with age and mileage for any set of Warranty Data analyze (e.g. stall while driving, other or combined). However, subsequent analysis showed that the timing failure rates are increasing. Based on the high complaint and warranty rates for timing chain failure in the 4-month production period for the Model Year 2001 L-Series Vehicles, an Engineering Analysis has been opened to further assess the frequency of stall incidents due to timing chain failures in those Vehicles."

(Emphasis added.)

115 Due to the overwhelming number of failures and subsequent complaints about the Class Vehicles, NHTSA Engineering Analysis remained ongoing until November 9, 2007, two days after Defendants had announced they were recalling certain 2001 Saturn L-Series Class Vehicles

**X. IN ORDER TO AVOID THE EXPENSE OF A NHTSA  
MANDATED RECALL OF ALL CLASS VEHICLES  
DEFENDANTS INSTITUTE A LIMITED RECALL**

116 Concerned that NHTSA could require GM to recall all of the Class Vehicles in order to replace the Timing Chains and Oiling Nozzles (and reimburse owners for the cost of prior repairs related to Timing Chain failure), GM "voluntarily" instituted a limited recall of Saturn L-Series Class Vehicles manufactured during a four (4) month period (the Recalled Vehicles)

117 On November 7, 2007 GM notified NHTSA that Defendants had

[D]ecided that a defect, which relates to motor vehicle safety, exists in certain 2001 model year Saturn L-Series vehicles equipped with a 2.2L 4-cylinder (RPO L61 – VIN F) engine. An elevated rate of engine timing chain link separation has occurred

118 In an attachment to GM's November 7, 2007 letter to NHTSA, Defendants identified a mere 20,514 Class Vehicles subject to the recall, out of the total universe of approximately 412,419 Class Vehicles produced with the defective Timing Chains and Oiling Nozzles. According to Defendants, all of the Recalled Vehicles are confined to Saturn 2001 L-Series Class Vehicles manufactured between November 2000 and February 2001 (VIN 1Y504884 through 1Y559453)

119 In December 2007, GM issued Recall Bulletin No. 06074, publicly announcing a "Product Safety Recall," stating, in relevant part

Subject        Timing Chain Engine Stall

Models        Certain 2001 Saturn L-Series  
              Equipped with 2 2L 4-Cylinder (RPO L61 – VIN F)

CONDITION

General Motors had decided that a defect, which relates to motor vehicle safety, exists in **certain** model year Saturn L-Series model vehicles, equipped with a 2 2L 4-cylinder (RPO L61 – VIN F) engine. If the timing chain fails while the engine is running, the engine will stall and will not restart

VEHICLES INVOLVED

Involved are **certain** 2001 model year Saturn L-Series model vehicles, equipped with a 2 2L 4-cylinder (RPO L61 – VIN F) engine built within these VIN breakpoints

<u>Year</u>	<u>Division</u>	<u>Model</u>	<u>From</u>	<u>Through</u>
2001	Saturn	L-Series	1Y504884	1Y559453

(Emphasis in original )

120 As set forth below, this limited recall has left, by GM's own estimate, the owners of 391,635 Class Vehicles to (a) bear the cost of replacing the Timing Chain before it breaks, at a cost of anywhere from \$600 to \$900; or (b) bear the expense of the repairs to their Class Vehicles when the Timing Chains break, more often than not, causing thousands of dollars in damages to the Class Vehicles

**XI. DEFENDANTS' LIMITED RECALL OF THE DEFECTIVE  
CLASS VEHICLES IS UNTIMELY AND IGNORES  
HUNDREDS OF THOUSANDS OF DEFECTIVE  
CLASS VEHICLES**

121 Defendants "voluntarily" issued a limited recall of certain 2001 model year Saturn L-Series Class Vehicles (the Recalled Vehicles) almost nine (9) years after it first learned of the defect and only after Plaintiffs in this action acted to protect their

interests, and the personal safety and financial interests of others who purchased the defective Class Vehicles, by filing class action lawsuits

122 As set forth above, as a result of the design defect, thousands of owners of the Class Vehicles have experienced Timing Chain failures since 2000, as evidenced by Defendants' own admissions and by the hundreds (if not thousands) of complaints on the Internet

**A. The Limited Recall is Contrary to TSB 03-06-01-017 and Clearly Evidences Defendants' Wrongful Conduct by Their Refusal to Accept Financial Responsibility for the Defective Timing Chains and Oiling Nozzles**

123 As discussed above, when Defendants issued TSB 03-06-01-017 on June 9, 2003, Defendants silently directed its Saturn dealers that, when they encountered any Class Vehicle that required a Timing Chain repair, the Service Technician should repair the Class Vehicle using the redesigned timing chain and oiling nozzle – at the Class Vehicle owner's expense

124 Ignoring the admission made by way of this TSB, and seeking to avoid the cost of recalling all of the defective Class Vehicles, Defendants decided to recall and repair only Saturn model year 2001 L-Series Class Vehicles manufactured between November 2000 and February 2001 (the Recalled Vehicles)

**B. All of the Class Vehicles Are Defectively Designed**

125 In an attachment to its November 7, 2007 letter, GM claims that the defective Timing Chains and Oiling Nozzles are only found in L-Series Class Vehicles that were manufactured from November 2000 through February 2001. Such a claim is patently false, as Defendants' own data demonstrates that Timing Chains have broken in

model year 2000 - 2003 Saturn L-Series vehicles, model year 2002 -- 2003 Saturn Vue vehicles, and model year 2003 Saturn Ion vehicles

126 Defendants have admitted that GM produced the following number of Class Vehicles

<u>Make/Model</u>	<u>Model Year</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>Total</u>
Saturn L-Series		53,255	60,892	70,984	58,393	243,504
Saturn Vue		N/A	N/A	13,083	59,250	72,333
Saturn ION		N/A	N/A	N/A	96,312	96,312
TOTALS		53,255	60,892	84,067	213,955	412,149

127 Defendants have further admitted that, according to their own warranty records, they received warranty (three years or 36,000 miles, whichever comes first) and extended warranty claims (optional coverage available at time of purchase) relating to broken Timing Chains on 2,203 of the Class Vehicles, as follows:

<u>Make/Model/Model Year</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>Total</u>
Saturn L-Series	392	926	315	17	1650
Saturn Vue	N/A	N/A	97	334	431
Saturn ION	N/A	N/A	N/A	122	122
TOTALS	392	926	412	473	2,203

128 The foregoing 2,203 Class Vehicles which suffered broken Timing Chains do not include Class Vehicles in which Timing Chains broke either after the warranty expired and/or the repair work was done at a dealership or facility other than a Saturn dealership

129 Moreover, since many Timing Chains have broken after 36,000 miles, there are thousands more Class Vehicles which experienced broken Timing Chains that are not included in GM's warranty data

130 Finally, since the limited recall applies to only 20,514 model year 2001 L-Series Class Vehicles manufactured between November 2000 and February 2001, according to GM's own production numbers, there are an additional 391,635 Class Vehicles with defective Timing Chains and Oiling Nozzles that are not covered by the recall.

131 This is further borne out by the hundreds of consumer complaints received by NHTSA and other consumer websites which demonstrate broken Timing Chains across all of the Class Vehicle models and model years This also demonstrates that defective Class Vehicles were manufactured by Defendants outside the four month period identified subject to the recall

132 The North Carolina Consumers Council (NCCC) has criticized the inadequacy of Defendants' limited recall In a statement posted to its website, the NCCC wrote.

The complaint data listed on the NHTSA website indicates that the timing chain problem is not isolated to vehicles produced during this four-month period. In fact, a 2001 Saturn L-Series vehicle with a 2.2L engine owned by a former NCCC Board Member experienced a timing chain failure His vehicle was built in September 2000, two months BEFORE the vehicles affected by recall 07V519000

See *New Saturn Recall*, available at <http://www.nccconsumer.org/story49.html> (last visited Mar 6, 2008) (emphasis added)

**TOLLING OF THE STATUTE OF LIMITATIONS**

133 The causes of action alleged herein accrued upon discovery of the latently defective nature of the Class Vehicles. Because the defect and limitations alleged herein are latent and because Defendants took steps to conceal the true character, nature and quality of the Class Vehicles, among other reasons, Plaintiffs and the other members of the Class did not discover and could not have discovered the problems and defects alleged herein through the exercise of reasonable diligence

134 Any applicable statutes of limitations have been tolled by Defendants' knowing and active concealment and denial of the facts as alleged herein. Plaintiffs and the other members of the Class have been kept ignorant of vital information essential to the pursuit of these claims, without any fault or lack of diligence on their part. Plaintiffs and the other members of the Class could not reasonably have discovered the defects and problems alleged herein because of Defendants' fraudulent concealment

135 Defendants were and are under a continuous duty to disclose to Plaintiffs and the other members of the Class the true character, quality, and nature of the Class Vehicles. Defendants knowingly, affirmatively, and/or actively concealed, and continue to conceal, the true character, quality and nature of the Class Vehicles

136 Defendants knew or should have known that Plaintiffs and the other members of the Class would reasonably rely upon Defendants' knowing, affirmative, and/or active concealment. Based on the foregoing, Defendants are estopped from relying on any statutes of limitation in defense of this action



**CLASS ACTION ALLEGATIONS**

137. Plaintiffs bring this class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of themselves and all persons who purchased the Class Vehicles in the Class States whose Timing Chain has failed (the Class). Excluded from the Class are the Recalled Vehicles, Defendants, any entity that has a controlling interest in Defendants and Defendants' current or former directors or officers. Any claims for personal injury or consequential damages are expressly excluded from this class action.

138. Plaintiffs meet the prerequisites to bring this action on behalf of the Class because

- (a) Numerosity. The Class consists of thousands of individuals and is so numerous that joinder of all members as individual plaintiffs is impracticable. While the exact number of Class members is unknown and can only be ascertained via discovery, Plaintiffs believe that there are thousands of Class members.
- (b) Commonality. There are questions of law and fact common to the Class, including
  - (i) Whether Defendants were unjustly enriched by ascertaining benefits conferred by Plaintiffs and the other members of the Class,
  - (ii) Whether the Class Vehicles are defective because they were equipped with the defective Timing Chains and the defective Oiling Nozzles,

- (iii) Whether Defendants knew or should have known about the defects,
  - (iv) Whether Defendants concealed from Plaintiffs and the other members of the Class the material fact that the Class Vehicles were defective;
  - (v) Whether Defendants violated the Uniform Deceptive Trade Practices Act codified under Neb. Rev. Stat. §87-302 (a)(5) and §87-302 (a)(7),
  - (vi) Whether Defendants violated the Implied Warranty of Merchantability Pursuant To Iowa Code § 554.2314,
  - (vii) Whether GM breached its implied warranty to the Class,
  - (viii) Whether the Class Vehicles are merchantable as a result of the design defect; and
  - (ix) Whether, as a result of Defendants' misconduct, Plaintiffs and the Class are entitled to damages, restitution, equitable relief or other relief, and the amount and nature of such relief.
- (c) Typicality. Plaintiffs' claims are typical of the claims of the Class because Plaintiffs and members of the Class each sustained damages arising out of Defendants' wrongful conduct as complained of herein; and
- (d) Adequacy. Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs have no interests that are antagonistic to, or in conflict

with, the interests of the Class as a whole, and have engaged competent counsel, highly experienced in class actions and complex litigation

139 A class action is superior to all other available methods for this controversy because (i) the prosecution of separate actions by the members of the Class would create a risk of adjudications with respect to individual members of the Class that would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; (ii) the prosecution of separate actions by the members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, which would establish incompatible standards of conduct for Defendants; (iii) Defendants acted or refused to act on grounds generally applicable to the Class, and (iv) questions of law and fact common to members of the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy

#### COUNT I

**(By Plaintiff Faust, Individually, And On Behalf Of All Members Of The Class Who Purchased Or Leased Their Class Vehicles In The State Of Iowa, For Unjust Enrichment Under Iowa Common Law)**

140 The allegations of paragraphs 1 through 135 are re-alleged and incorporated herein by reference

141 This Count is brought against Defendants pursuant to the common law doctrine of Unjust Enrichment

142 At all times mentioned herein, Defendants developed, manufactured, marketed and sold the Class Vehicles. The Class Vehicles are defective because they were equipped with (i) Oiling Nozzles that failed to properly lubricate the Timing Chains, causing the Timing Chains to break and fail to function properly, and (ii) Timing Chains that are less robust than was in production prior to 1999, the result of which was that these less robust Timing Chains would break when not properly lubricated.

143. Defendants had knowledge of the design defects in as early as 1999 as a result of Defendants' internal investigation of Timing Chain failures. Defendants also had knowledge of the design defect as reflected in the June 1997 TSB 97-T-15A.

144 Furthermore, Defendants had actual knowledge of the design defect because of complaints received from owners and lessees of Class Vehicles whose Timing Chains failed, and NHTSA's investigation of the design defect and the continuous contact and updates provided to Defendants in connection therewith.

145 Defendants failed to disclose to Plaintiff Faust and the other members of the Class the material fact that the Class Vehicles contained defective Timing Chains and defective Oiling Nozzles.

146 Plaintiff Faust and the other members of the Class did not have knowledge of the defect at the time of purchase or lease and therefore, conferred non-gratuitous benefits, either directly or indirectly, upon Defendants by paying monies to retailers in exchange for their Class Vehicles. A portion of such monies was paid to and received by Defendants.

147 Defendants retained these non-gratuitous benefits from Plaintiff Faust and the other members of the Class, regardless of the fact that Defendants failed to

disclose the design defect of which Defendants had actual knowledge. The retention of these benefits by Defendants under these circumstances was unjust and inequitable.

148 The unjust and inequitable retention of these benefits by Defendants derived from the purchases or leases of the defective Class Vehicles by Plaintiff Faust and the other members of the Class violates the principles of justice and equity. Therefore, Defendants must provide restitution to Plaintiff Faust and the other members of the Class in a manner established by the Court.

149 Defendants' express warranty is limited to defects in material and workmanship and, accordingly, does not govern the subject matter of this design defect litigation or preclude this cause of action.

## COUNT II

**(By Plaintiff Faust, Individually, And On Behalf Of All Members Of The Class Who Purchased Or Leased Their Class Vehicles In The State Of Iowa For Violations Of the Implied Warranty Of Merchantability, Pursuant To Iowa Code § 554.2314 *et seq.*)**

150 The allegations of paragraph 1 through 135, except those that are particular to Count I, are re-alleged and incorporated herein by reference.

151. The Class Vehicles are "goods" within the meaning of the Iowa Code governing the Implied Warranty of Merchantability.

152 Defendants are "merchants" within the meaning of the Iowa Code governing the Implied Warranty of Merchantability because they are sellers and manufacturers of Class Vehicles.

153 The Implied Warranty of Merchantability is implied in the sale of the Class Vehicles and requires, among other things, that the Class Vehicles pass without

objection in the trade and are fit for the ordinary purposes for which the Class Vehicles are used

154 The Class Vehicles do not function in their ordinary capacity and were not merchantable at the time of sale because they were defectively designed.

155 The defect in the Class Vehicles rendered the Class Vehicles non-merchantable because they could not be used for their ordinary purposes and thereby proximately caused the economic damages suffered by Plaintiff Faust and the other members of the Class

156. Plaintiff Faust provided Defendants with notice of the defect via email correspondence on or about December 5, 2006

157 Any purported disclaimer or limitation of the Implied Warranty of Merchantability on the part of Defendants is unconscionable and unenforceable because, *inter alia*, Defendants had knowledge of the defect

### COUNT III

**(By Plaintiffs Faust and Cardwell, Individually, And On Behalf Of All Members Of The Class Who Either: i) Resided In Nebraska At The Time Of Purchase Or Lease Of The Class Vehicles Or ii) Purchased Or Leased Their Class Vehicles In Nebraska For Violations Of The Neb. Uniform Deceptive Trade Practices Act, R.R.S. NEB. §87-302(a)(5) and §87-302 (a)(7) (2008))**

158 The allegations of paragraphs 1 through 135, except those that are particular to Counts I and II, are re-alleged and incorporated herein by reference

159 At all relevant times herein, Nebraska's Uniform Deceptive Trade Practices Act codified under R.R.S. NEB § 87-302 (2008) was in effect. The Nebraska Uniform Deceptive Trade Practices Act prohibits any "deceptive trade practices."

160 Plaintiffs Faust and Cardwell and the other members of the Class are  
“consumers”

161. During the Class Period, Defendants manufactured the Class Vehicles, the  
design of which was defective

162 The Class Vehicles are defective because they were equipped with  
defective Timing Chains and defective Oiling Nozzles

163 Defendants had knowledge of the design defect in as early as 1999 as a  
result of Defendants’ internal investigation of Timing Chain failures Defendants also  
had knowledge of the design defect as reflected in the June 1997 TSB 97-T-15A

164 Furthermore, Defendants had actual knowledge of the design defect  
because of complaints received from owners and lessees of Class Vehicles whose Timing  
Chains failed, and NHTSA’s investigation of the design defect and the continuous  
contact and updates provided to Defendants in connection therewith

165 Defendants failed to disclose to Plaintiffs Faust and Cardwell and the  
other members of the Class the material fact that the Class Vehicles contained defective  
Timing Chains and defective Oiling Nozzles

166 The omission of this material fact by the Defendants resulted in the  
purchase or lease of the Class Vehicles by Plaintiffs Faust and Cardwell and the members  
of the Class, thereby unfairly benefiting Defendants

167 In order to prevent the unfair and deceptive trade practices from  
continuing, as alleged herein, Defendants must be enjoined from manufacturing and  
selling the defective Class Vehicles without disclosure of the defect, as permitted by Neb  
Rev Stat § 87-303(a)

COUNT IV

**(By Plaintiffs Faust and Cardwell, Individually, And On Behalf Of All Members Of The Class Who Either: i) Resided In Nebraska At The Time of Purchase Or Lease Of The Class Vehicles Or ii) Purchased Or Leased Their Class Vehicles In Nebraska For Violations Of The Nebraska Consumer Protection Act, R.R.S. NEB. §59-1601, *et seq.* (2008))**

168 The allegations of paragraphs 1 through 135, except those that are particular to Counts I through III, are re-alleged and incorporated herein by reference

169 At all relevant times herein, Nebraska's Consumer Protection Act codified under R R S NEB § 59-1601 *et seq.* (2008), was in effect The Nebraska Consumer Protection Act prohibits any "deceptive acts or practices in the conduct of any trade or commerce"

170 Defendants are "persons" engaged in "trade or commerce" as those terms are contemplated in the Consumer Protection Act, Neb Rev Stat § 59-1601

171 During the Class Period, Defendants manufactured the Class Vehicles, the design of which was defective

172. The Class Vehicles are defective because they were equipped with defective Timing Chains and defective Oiling Nozzles

173. Defendants had knowledge of the design defect in as early as 1999 as a result of Defendants' internal investigation of Timing Chain failures Defendants also had knowledge of the design defect as reflected in the June 1997 TSB 97-T-15A.

174 Furthermore, Defendants had actual knowledge of the design defect because of complaints received from owners and lessees of Class Vehicles whose Timing Chains failed, and NHTSA's investigation of the design defect and the continuous contact and updates provided to Defendants in connection therewith



175 Defendants failed to disclose to Plaintiffs Faust and Cardwell and the other members of the Class the material fact that the Class Vehicles contained defective Timing Chains and defective Oiling Nozzles

176 The omission of this material fact by the Defendants resulted in the purchase or lease of these defective Class Vehicles by Plaintiffs Faust and Cardwell and the other members of the Class, thereby unfairly benefiting Defendants

177 This omission constitutes a violation of the Neb Consumer Protection Act, Neb Rev Stat § 59-1601 and entitles Plaintiffs Faust and Cardwell and the other members of the Class to statutory and actual damages, injunctive relief and attorney fees and costs

#### COUNT V

**(By Plaintiff Cardwell, Individually, And On Behalf Of All Members Of The Class Who Purchased Or Leased Their Class Vehicles In The State Of Nebraska For Unjust Enrichment Under Nebraska Common Law)**

178 The allegations of paragraphs 1 through 135 are re-alleged and incorporated herein by reference, except those particular to Counts I through IV

179 This Count is brought against Defendants pursuant to the common law doctrine of Unjust Enrichment

180 At all times mentioned herein, Defendants developed, manufactured, marketed and sold the Class Vehicles. The Class Vehicles are defective because they were equipped with (i) Oiling Nozzles that failed to properly lubricate the Timing Chains, causing the Timing Chains to break and fail to function properly, and (ii) Timing Chains that are less robust than was in production prior to 1999, the result of which was that these less robust Timing Chains would break when not properly lubricated

181 Defendants had knowledge of the design defect in as early as 1999 as a result of Defendants' internal investigation of timing chain failures. Defendants also had knowledge of the design defect as reflected in the June 1997 TSB 97-T-15A.

182 Furthermore, Defendants had actual knowledge of the design defect because of complaints received from owners and lessees of Class Vehicles whose Timing Chains failed, and NHTSA's investigation of the design defect and the continuous contact and updates provided to Defendants in connection therewith.

183 Plaintiff Cardwell and the other members of the Class did not have knowledge of the defect at the time of purchase or lease and therefore, conferred non-gratuitous benefits, either directly or indirectly, upon Defendants by paying monies to retailers in exchange for their Class Vehicles. A portion of such monies was paid to and was received by Defendants.

184 Defendants retained these non-gratuitous benefits from Plaintiff Cardwell and the other members of the Class, regardless of the fact that Defendants failed to disclose the design defect of which Defendants had actual knowledge. The retention of these benefits by Defendants under these circumstances was unjust and inequitable.

185 The unjust and inequitable retention of these benefits by Defendants derived from the purchases or leases of the defective Class Vehicles by Plaintiff Cardwell and the other members of the Class violates the principles of justice and equity. Therefore, Defendants must provide restitution to Plaintiff Cardwell and the other members of the Class in a manner established by the Court.

186 Defendants' express warranty is limited to defects in material and workmanship and, accordingly, does not govern the subject matter of this design defect litigation or preclude this cause of action

#### COUNT VI

**(By Plaintiff Cardwell, Individually, And On Behalf Of All Members Of The Class Who Purchased Or Leased Their Class Vehicles In The State Of Nebraska For Violations Of The Implied Warranty Of Merchantability Pursuant To R.R.S. NEB. (U.C.C.) § 2-314 *et seq.* (2008))**

187 The allegations of paragraph 1 through 135, except those that are particular to Counts I through V, are re-alleged and incorporated herein by reference

188 The Class Vehicles are "goods" within the meaning of the Nebraska Code governing the Implied Warranty of Merchantability

189 Defendants are "merchants" within the meaning of the Nebraska Code governing the Implied Warranty of Merchantability because they are sellers and manufacturers of Class Vehicles

190 The Implied Warranty of Merchantability is implied in the sale of the Class Vehicles and requires, among other things, that the Class Vehicles pass without objection in the trade and are fit for the ordinary purposes for which the Class Vehicles are used

191. The Class Vehicles do not function in their ordinary capacity and were not merchantable at the time of sale because they were defectively designed

192 The defect in the Class Vehicles rendered the Class Vehicles non-merchantable because they could not be used for their ordinary purposes and thereby proximately caused the economic damages suffered by Plaintiff Cardwell and the other members of the Class

193 Plaintiff Cardwell provided Defendants with notice of the defect on or about January 4, 2008

194 Any purported disclaimer or limitation of the Implied Warranty of Merchantability on the part of Defendants is unconscionable and unenforceable because, *inter alia*, Defendants had knowledge of the defect

#### COUNT VII

**(By Plaintiff Burgos Individually, And On Behalf  
Of All Members Of The Class Who Purchased Or Leased Their Class Vehicles  
In The State Of Pennsylvania For Violations Of The Implied Warranty Of  
Merchantability Pursuant To 13 PA. CONS. STAT. § 2314 *et seq.* (2007))**

195 The allegations of paragraph 1 through 135, except those that are particular to Counts I through VI, are re-alleged and incorporated herein by reference

196 The Class Vehicles are "goods" within the meaning of the Pennsylvania statute governing the Implied Warranty of Merchantability

197. Defendants are "merchants" within the meaning of the Pennsylvania statute governing the Implied Warranty of Merchantability because they are sellers and manufacturers of Class Vehicles

198 The Implied Warranty of Merchantability is implied in the sale of the Class Vehicles and requires, among other things, that the Class Vehicles pass without objection in the trade and are fit for the ordinary purposes for which the Class Vehicles are used

199 The Class Vehicles do not function in their ordinary capacity and were not merchantable at the time of sale because they were defectively designed.

200 The defect in the Class Vehicles rendered the Class Vehicles non-merchantable because they could not be used for their ordinary purposes and thereby

proximately caused the economic damages suffered by Plaintiff Burgos and the other members of the Class

201 Plaintiff Burgos provided Defendants with notice of the defect on or about January 28, 2007

202 Any purported disclaimer or limitation of the Implied Warranty of Merchantability on the part of Defendants is unconscionable and unenforceable because, *inter alia*, Defendants had knowledge of the defect

### COUNT VIII

**(By Plaintiff Scott, Individually, And On Behalf Of All Members Of The Class Who Purchased Or Leased A Class Vehicle In The State Of Michigan For Unjust Enrichment Under Michigan Common Law)**

203 The allegations of paragraph 1 through 135, except those that are particular to Counts I through VII, are re-alleged and incorporated herein by reference

204. This Count is brought against Defendants pursuant to the common law doctrine of Unjust Enrichment

205 At all times mentioned herein, Defendants developed, manufactured, marketed and sold the Class Vehicles. The Class Vehicles are defective because they were equipped with (i) Oiling Nozzles that failed to properly lubricate the Timing Chains, causing the Timing Chains to break and fail to function properly, and (ii) Timing Chains that are less robust than was in production prior to 1999, the result of which was that these less robust Timing Chains would break when not properly lubricated

206 Defendants had knowledge of the design defect in as early as 1999 as a result of Defendants' internal investigation of timing chain failures. Defendants also had knowledge of the design defect as reflected in the June 1997 TSB 97-T-15A

207 Furthermore, Defendants had actual knowledge of the design defect because of complaints received from owners and lessees of Class Vehicles whose Timing Chains failed, and NHTSA's investigation of the design defect and the continuous contact and updates provided to Defendants in connection therewith

208 Defendants failed to disclose to Plaintiff Scott and the other members of the Class the material fact that the Class Vehicles contained defective Timing Chains and defective Oiling Nozzles

209. Plaintiff Scott and the other members of the Class did not have knowledge of the defect at the time of purchase or lease and therefore, conferred non-gratuitous benefits, either directly or indirectly, upon Defendants by paying monies to retailers in exchange for their Class Vehicles. A portion of such monies was paid to and was received by Defendants

210 Defendants retained these non-gratuitous benefits from Plaintiff Scott and the other members of the Class, regardless of the fact that Defendants failed to disclose the design defect of which Defendants had actual knowledge. The retention of these benefits by Defendants under these circumstances was unjust and inequitable.

211 The unjust and inequitable retention of these benefits by Defendants derived from the purchases or leases of the defective Class Vehicles by Plaintiff Scott and the other members of the Class violates the principles of justice and equity. Therefore, Defendants must provide restitution to Plaintiff Scott and the other members of the Class in a manner established by the Court

212 Defendants' express warranty is limited to defects in material and workmanship and, accordingly, does not govern the subject matter of this design defect litigation or preclude this cause of action

### COUNT IX

**(By Plaintiff Scott Individually, And On Behalf  
Of All Members Of The Class Who Purchased Or Leased Their Class Vehicles  
In The State Of Michigan For Violations of the Implied Warranty Of  
Merchantability Pursuant To MCLS § 440.2314)**

213 The allegations of paragraph 1 through 135, except those that are particular to Counts I through VIII, are re-alleged and incorporated herein by reference

214 The Class Vehicles are "goods" within the meaning of the Michigan statute governing the Implied Warranty of Merchantability

215. Defendants are "merchants" within the meaning of the Michigan statute governing the Implied Warranty of Merchantability because they are sellers and manufacturers of Class Vehicles

216 The Implied Warranty of Merchantability is implied in the sale of the Class Vehicles and requires, among other things, that the Class Vehicles pass without objection in the trade and are fit for the ordinary purposes for which the Class Vehicles are used

217 The Class Vehicles do not function in their ordinary capacity and were not merchantable at the time of sale because they were defectively designed

218 The defect in the Class Vehicles rendered the Class Vehicles non-merchantable because they could not be used for their ordinary purposes and thereby proximately caused the economic damages suffered by Plaintiff Scott and the other members of the Class

219 Plaintiff Scott provided Defendants with notice of the defect via email correspondence on or about September 25, 2007

220 Any purported disclaimer or limitation of the Implied Warranty of Merchantability on the part of Defendants is unconscionable and unenforceable because, *inter alia*, Defendants had knowledge of the defect

#### COUNT X

**(By Plaintiff Bauer, Individually, And On Behalf Of All Members Of The Class Who Purchased Or Leased A Class Vehicle In The State Of Missouri For Unjust Enrichment Under Missouri Common Law)**

221 The allegations of paragraph 1 through 135, except those that are particular to Counts I through IX, are re-alleged and incorporated herein by reference

222 This Count is brought against Defendants pursuant to the common law doctrine of Unjust Enrichment

223 At all times mentioned herein, Defendants developed, manufactured, marketed and sold the Class Vehicles. The Class Vehicles are defective because they were equipped with (i) Oiling Nozzles that failed to properly lubricate the Timing Chains, causing the Timing Chains to break and fail to function properly; and (ii) Timing Chains that are less robust than was in production prior to 1999, the result of which was that these less robust Timing Chains would break when not properly lubricated

224 Defendants had knowledge of the design defect in as early as 1999 as a result of Defendants' internal investigation of timing chain failures. Defendants also had knowledge of the design defect as reflected in the June 1997 TSB 97-T-15A.

225 Furthermore, Defendants had actual knowledge of the design defect because of complaints received from owners and lessees of Class Vehicles whose Timing



Chains failed, and NHTSA's investigation of the design defect and the continuous contact and updates provided to Defendants in connection therewith

226 Defendants failed to disclose to Plaintiff Bauer and the other members of the Class the material fact that the Class Vehicles contained defective Timing Chains and defective Oiling Nozzles.

227 Plaintiff Bauer and the other members of the Class did not have knowledge of the defect at the time of purchase or lease and, therefore, conferred non-gratuitous benefits, either directly or indirectly, upon Defendants by paying monies to retailers in exchange for their Class Vehicles. A portion of such monies was paid to and was received by Defendants

228 Defendants retained these non-gratuitous benefits from Plaintiff Bauer and the other members of the Class, regardless of the fact that Defendants failed to disclose the design defect of which Defendants had actual knowledge. The retention of these benefits by Defendants under these circumstances was unjust and inequitable

229 The unjust and inequitable retention of these benefits by Defendants derived from the purchases or leases of the defective Class Vehicles by Plaintiff Bauer and the other members of the Class violates the principles of justice and equity. Therefore, Defendants must provide restitution to Plaintiff Bauer and the other members of the Class in a manner established by the Court.

230 Defendants' express warranty is limited to defects in material and workmanship and, accordingly, does not govern the subject matter of this design defect litigation or preclude this cause of action.

**COUNT XI**

**(By Plaintiff Bauer, Individually, And On Behalf Of All Members Of The Class Who Purchased Or Leased Their Class Vehicles In The State Of Missouri For Violations Of The Implied Warranty Of Merchantability Pursuant To Mo. Rev. Stat. § 400.2-314 et seq.)**

231 The allegations of paragraph 1 through 135, except those that are particular to Counts I through X, are re-alleged and incorporated herein by reference

232 The Class Vehicles are "goods" within the meaning of the Missouri Statute governing the Implied Warranty of Merchantability.

233 Defendants are "merchants" within the meaning of the Missouri Statute governing the Implied Warranty of Merchantability because they are sellers and manufacturers of Class Vehicles

234 The Implied Warranty of Merchantability is implied in the sale of the Class Vehicles and requires, among other things, that the Class Vehicles pass without objection in the trade and are fit for the ordinary purposes for which the Class Vehicles are used

235 The Class Vehicles do not function in their ordinary capacity and were not merchantable at the time of sale because they were defectively designed

236 The defect in the Class Vehicles rendered the Class Vehicles non-merchantable because they could not be used for their ordinary purposes and thereby proximately caused the economic damages suffered by Plaintiff Bauer and the other members of the Class

237 Any purported disclaimer or limitation of the Implied Warranty of Merchantability on the part of Defendants is unconscionable and unenforceable because, *inter alia*, Defendants had knowledge of the defect

**COUNT XII**

**(By Plaintiff Bauer, Individually, And On Behalf Of All Members Of The  
Class Who Purchased Or Leased A Class Vehicle In The State Of Missouri  
For Violations Of Mo. Rev. Stat. §§ 407.010 through 407.307)**

238. The allegations of paragraphs 1 through 135 except those that are particular to Counts I through XI, are re-alleged and incorporated herein by reference

239 This Count is brought against Defendants pursuant to the Missouri Merchandising Practices Act (the "MMPA")

240. The MMPA prohibits the use or employment of an omission of a material fact in connection with the sale or advertisement of any merchandise in trade or commerce

241 At all times mentioned herein, Defendants developed, manufactured, marketed and sold the Class Vehicles. The Class Vehicles are defective because they were equipped with. (i) Oiling Nozzles that failed to properly lubricate the Timing Chains, causing the Timing Chains to break and fail to function properly, and (ii) Timing Chains that are less robust than was in production prior to 1999, the result of which was that these less robust Timing Chains would break when not properly lubricated

242 Defendants had knowledge of the design defects as early as 1999 as a result of Defendants' internal investigation of Timing Chain failures Defendants also had knowledge of the design defect as reflected in the June 1997 TSB 97-T-15A

243 Furthermore, Defendants had actual knowledge of the design defect because of complaints received from owners and lessees of Class Vehicles whose Timing Chains failed, and NHTSA's investigation of the design defect and the continuous contact and updates provided to Defendants in connection therewith

244 Defendants failed to disclose to Plaintiff Bauer and the other members of the Class the material fact that the Class Vehicles contained defective Timing Chains and defective Oiling Nozzles at the time Plaintiff Bauer and the other members of the Class purchased or leased their Class Vehicles

245 Plaintiff Bauer and members of the Class purchased their Class Vehicles for personal, family, or household use

246 As a result of Defendants' violations of the MMPA, Plaintiff Bauer and the other members of the Class have thereby suffered ascertainable losses in an amount to be determined at trial

247 As a result of Defendants' violations of the MMPA, Defendants are liable to Plaintiff Bauer and the other members of the Class for the fees paid for services not performed, interest on those fees, costs of suit, including attorneys' and experts' fees, punitive damages, and such other costs which the Court determines

### **COUNT XIII**

**(By Plaintiff Leal, Individually, And On Behalf Of All Members Of The Class Who Purchased Or Leased A Class Vehicle In The State Of Florida For Violation Of The Florida Deceptive And Unfair Trade Practices Act, FLA. STAT. § 501.201 *et seq.*, Florida Statutes ("FDUTPA"))**

248 The allegations of paragraph 1 through 135, except those that are particular to Counts I through XII, are re-alleged and incorporated herein by reference

249 Plaintiff Leal and the other members of the Class are "consumers" as that term is defined in FLA STAT § 501 203(7)

250 Plaintiff Leal and the other members of the Class are "persons" as that term is used in FLA STAT § 501 211, and as that term is defined in FLA STAT § 1 01(3)

251 FDUTPA makes unlawful any unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce

252 At all times mentioned herein, Defendants developed, manufactured, marketed and sold the Class Vehicles. The Class Vehicles are defective because they were equipped with (i) Oiling Nozzles that failed to properly lubricate the Timing Chains, causing the Timing Chains to break and fail to function properly, and (ii) Timing Chains that are less robust than was in production prior to 1999, the result of which was that these less robust Timing Chains would break when not properly lubricated

253 Defendants had knowledge of the design defect in as early as 1999 as a result of Defendants' internal investigation of timing chain failures. Defendants also had knowledge of the design defect as reflected in the June 1997 TSB 97-T-15A

254 Furthermore, Defendants had actual knowledge of the design defect because of complaints received from owners and lessees of Class Vehicles whose Timing Chains failed, and NHTSA's investigation of the design defect and the continuous contact and updates provided to Defendants in connection therewith.

255 Defendants failed to disclose to Plaintiff Leal and the other members of the Class the material fact that the Class Vehicles contained defective Timing Chains and defective Oiling Nozzles. Defendants' failure to disclose this information constituted a violation of FDUTPA

256 Had Defendants informed Plaintiff Leal and the other members of the Class about the defect, Plaintiff Leal and the other members of the Class would not have purchased the defective Class Vehicles